

**UNICORN DRESSAGE
RELEASE AND INDEMNIFICATION AGREEMENT**

This form must be completed and signed by every student of Jim DiMilte d/b/a Unicorn Dressage prior to any lesson or use of school horses

PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT: SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

1. **Definitions in accordance with RCW 4.24.530.** The following terms shall have the following meanings:
 - a. **“Equine”** means horse, pony, mule.
 - b. **Equine Activity** means a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, pulling, cutting, polo, steeple chasing, endurance trial riding, and western games; b) equine training and or teaching activities; c) boarding equines; d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and e) rides, trips, hunts or together equine activities of any type however informal or impromptu that are sponsored by Jim DiMilte d/b/a Unicorn Dressage.
 - c. **Riding** refers to horseback riding and is included within the definition of “equine activity” above.
 - d. **School Horses** are horses owned or possessed by Jim DiMilte and used as mounts for training.
 - e. "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

2. **Release.** In partial consideration for training under the instruction of Jim DiMilte d/b/a Unicorn Dressage (hereafter referred to as “DiMilte”) and the use of any school horse owned or possessed by DiMilte, _____ (hereafter referred to as Rider) for herself, her spouse, legal representative, heirs, descendants, and assigns, hereby releases, waives and discharges DiMilte, from all liability to Rider, her spouse, legal representatives, heirs,

descendents and assigns, for any and all loss and damage, and any claim for loss or damages resulting therefrom, on account of injury to Rider's person or property, even injury resulting in death, whether caused concurrently or solely by the negligence of DiMilte or otherwise, the behavior of his school horses, or the failure of tack or equipment, even if tack or equipment is provided by DiMilte, while Rider is engaged in equestrian activities.

3. **Indemnification.** In partial consideration for training and instruction from DiMilte, Rider agrees to indemnify and save and hold harmless DiMilte, from any loss, liability, damage or cost, including attorney's fees, DiMilte may incur due to injuries or damages sustained by Rider, or to a third person, proximately caused by Rider while participating in equestrian activities, or damages sustained by Rider or a third person due to Rider's engaging in the equestrian activity whether any or all of said injuries or damages are caused by the negligence of DiMilte or otherwise.

In the event that Rider is under the age of 18, parent or guardian of Rider, agrees to indemnify and hold harmless DiMilte from any claims brought against DiMilte by Rider or Rider's estate for any damages sustained or incurred by Rider while participating in equestrian activities.

4. **Helmets.** ALL RIDERS AGREE TO WEAR A HELMET at all times while riding immediately prior to and subsequent to all lessons taught by DiMilte. Additionally, in the event that Rider is riding one of DiMilte's school horses, Rider agrees to wear a helmet at all times while riding said school horse, regardless of the temporal proximity to Rider's scheduled lesson time.

Rider acknowledges that among the most frequent and serious injuries associated with equestrian sports are injuries to the head. All riders are strongly encouraged to purchase an ASTM approved equestrian helmet with harness in order to minimize the possibility of head injuries.

5. **Assumption of Risk.** Rider acknowledges and agrees that equestrian activities are inherently dangerous and involve risk of serious injury and/or death. Rider assumes responsibility for and risk of bodily injury, death or property damage while engaged in equestrian activities or while on taking lessons from DiMilte and/or riding his school horses, whether caused by negligence of DiMilte or otherwise. The risk to which Rider may be exposed while engaging in equestrian activities include, but are not limited to, being thrown from a horse because the horse bucks, rears, shies, falls or stumbles; being kicked, bitten, or stepped on by a horse; and failure of tack or equipment, including but not limited to a broken girth, bridle or rein. Rider

also specifically assumes the risks inherent in failing to wear an equestrian helmet.

6. **Accident / Medical Insurance Agreement and Disclosure.** Rider agrees that in the event emergency medical treatment is required, Rider and/or her own accident/ medical insurance shall pay for all such incurred expenses.
7. **Pregnancy of Rider.** Rider is aware of the risks associated with participation in an equine activity where the Rider is or may be pregnant. Accordingly, Rider assumes the risks associated with riding while pregnant and releases DiMilte from any liability associated with any injuries to the fetus or Rider incurred while participating in the equine activity.

As partial consideration for the services provided by DiMilte, Rider agrees to notify DiMilte as soon as Rider is aware that she is pregnant. DiMilte reserves the right to decline training or use of schooling horses to any Rider who wishes to continue riding while pregnant.

8. **Disability or Health Condition of Rider.** Rider agrees to disclose in writing any disability or health condition from which rider may suffer, which would affect in any way Rider's balance, attentiveness, or ability to control the horse. Rider agrees that DiMilte shall not be liable for any injuries sustained while engaging in the equine activity proximately resulting from such disclosed or undisclosed disability or health condition.
9. **Broad Interpretation and Severability.** Rider agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Washington and if any portion of it is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full force and effect.
10. **Attorney's Fees.** In the event any action is brought to enforce any provisions of this agreement, I agree that the prevailing party shall be entitled to attorney's fees and court costs.
11. **Governing law and Venue.** This agreement shall be interpreted by the laws of the state of Washington. Venue shall be King County, Washington. I agree that any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Washington without regard to the conflict of law provisions thereof. Venue and jurisdiction of any claim or action involving this Agreement shall exist exclusively in the state and federal courts in King County, Washington.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNIFICATION AND UNDERSTAND THE CONTENTS THEREOF AND I SIGN THIS CONTRACT AFTER DUE CONSIDERATION OF ITS CONTENTS.

Executed on _____, 2016, _____, at _____,
Washington

Name of Rider (please print)

Signature rider or Parent

Signature of Parent or Guardian if Rider is under 18 years of age.

Address

City

State

Telephone Number (Home)

Telephone Number (Work)

Cell Number _____

Email Home _____

Email work _____

Emergency contact: names and numbers _____
